San Marcos Consolidated Independent School District

631 Mill St. | San Marcos, Texas 78666 | OFFICE 512.393.6500 | FAX 512.393.6507

San Marcos C.I.S. D. Facilities Use Procedures

The primary purpose or function of public school facilities is to provide quality educational environments conducive to the learning of the students they serve. San Marcos Consolidated Independent School District (SMCISD) also endeavors to support the cultural growth, as well as the physical and moral development, of its students through after school activities. SMCISD also is proud to support the growth and development of the citizens of the San Marcos community as well. To accomplish this, SMCISD allows limited use of buildings and grounds by the community for educational, recreational, civic and cultural activities to the extent possible under public school laws and regulations. Accordingly, any community use of school buildings or grounds is subject to the needs and convenience of the District and may be permitted so long as such use does not conflict with the District's use of school buildings and grounds for public school purposes and activities or with the proper care and maintenance of District facilities or grounds. No rentals of facilities may occur during school hours on official school days while school is in session, during school shutdowns, or on official school holidays as shown on the official District calendar which can be accessed at: www.smcisd.net. The parties recognized and agree that SMCISD facilities are made available to K-12 community groups as an extension of SMCISD's educational mandate and are not to be considered a commercial venue.

All use of school facilities by non-district entities will need to coordinate through the office of the Director of Facilities located at 201 S. Suttles, or call

512-393-6500.

A $200 refundable deposit will be secured at the execution of the contract made payable to SMCISD. The remainder of the payments must be made 2 weeks prior to dates of requested usage unless approval is given by the Superintendent or his designee. Failure to pay any deposits, fees, or costs associated with the rental may result in the loss of rental privileges.

GROUPS

District Sanctioned School Functions:
District Sanctioned School Function groups are groups that consist of approved student groups/clubs or parent organizations affiliated with a particular school or the district.

Youth Groups:
Youth Groups are any 501c3 group or organization intended to serve young people of school age. These groups shall consist mainly of SMCISD students.

Non-Profit Organizations:
Per Policy GKD (LOCAL) the term "Non-Profit Organization" refers to an organization with a 501(c)(3) status from the Internal Revenue Service. A copy of the IRS 501(c)(3) shall be required as proof of status.

For-Profit Organizations:
The term "For-Profit Organization" shall mean any partnership, association, organization or corporation engaged in a business for profit, which desires to use a school facility to engage in a profit-making enterprise for its owners, members, officers, directors, or stockholders.

GENERAL REQUIREMENTS

A responsible representative of a group or organization desiring to use a school facility shall submit a completed San Marcos Consolidated ISD Facility Use Application, after careful review of the SMCISD Facilities Use Agreement, to the office of Maintenance and Facilities at least 2 weeks, and no more than 3 months prior to the desired date. Applications will not be finalized until one month before the event is scheduled to take place. The rental agreement and the rental request form can be found on the SMCISD website under the Maintenance Department section.

The items listed below are required for approval for scheduling non-school events in San Marcos Consolidated ISD facilities.

- A completed SMCISD Facility Use Application
- A copy of the organization's insurance policy in the name of the organization listing SMCISD as additionally insured and/or the certificate holder
- All 501c3 non-profit entities shall provide a copy of their Letter of Determination from the IRS

Facility Use Agreement

Facility Use Agreement
In addition to complying with the terms and obligations set forth in this agreement, the Applicant/Lessee must also comply with all applicable laws, regulations, policies and guidelines. The application incorporates the terms and conditions of this Agreement and any mutually agreed upon and attached Amendments. Amendments or modifications to this Agreement shall be in writing and signed by both parties.
An Applicant/Lessee's completion of the San Marcos Consolidated ISD Facility Use Application ("application") does not constitute authorization for use, nor does it assure, availability of the facility as requested by the Applicant/Lessee. San Marcos Consolidated ISD Board Policies GKD (LEGAL) and GKD (LOCAL) are available through the San Marcos Consolidated ISD website, https://www.smcisd.net or may be provided to any Applicant/Lessee upon request.

Application Filing
Application must be filed no less than 14 days, and no more than 3 months, prior to the requested date(s) of use. Any use of school facilities can be cancelled at the discretion of the SMCISD without advance notice, if the activities are determined to be in conflict with district activities. In the case of inclement weather or other extenuating circumstances, District personnel will determine field conditions and use of district facilities on the day of the event. In the case of cancellation by the District, the district assumes no liability other than the return of any previously paid fees for unused facilities. The District shall not be obligated to locate and/or provide substitute space for an approved organization should the space be required by an approved organization with a higher priority.

Rental cost and fees for use of facilities
Payments may be mailed to the San Marcos Consolidated ISD, PO Box 1087, San Marcos, Texas 78666. Payments may also be made in person at 201 South Suttles, San Marcos, Texas, 78666. No SMCISD employee is authorized to accept tips, gratuities or wages directly from the Applicant or lessee.

Any requests for a reduction of fees from an external organization must complete the attached SMCISD Fee Waiver/Reduction Request form. A justification for the fee waiver/reduction request must be submitted, in writing, on organization letter head. The waiver/reduction request shall be submitted no later than 30 calendar days prior to the event in order to be considered.

Applicant will be charged for all dates and times scheduled, unless a cancellation notice of at least five (5) working days prior to the rental is received.

In the event SMCISD finds it impossible to provide the facilities for use at the time and date specified herein due to failure of the facility, a system thereof, a utility issue, weather, fire, strike, unforeseen District required use, or any other condition beyond reasonable control, the user agrees that SMCISD shall be held harmless from any liability or cost which the user may have incurred in connection with the rental. The parties do further expressly agree that SMCISD's sole and exclusive liability in the event of a breach of this agreement by SMCISD shall be limited to a refund of rent and deposit if actually paid to SMCISD.

The organization's authorized representative who signs this application/agreement agrees to pay all rental fees within 30 days of the date of statement. Failure to pay rental fees as provided herein may result in the loss or revocation of all rental privileges.

Insurance Requirements
The Applicant/Lessee must provide a Certificate of Insurance with types and limits of insurance given at the time of submission of the Rental Application. Applications received without an accompanying Certificate of Insurance will be declined and returned. (See Page 8 titled San Marcos Consolidated ISD Schedule of Minimum Insurance Requirements) The Certificate of Insurance shall name San Marcos Consolidated ISD as "Certificate Holder". The Certificate of Insurance must provide coverage for the whole term of the Rental Application. San Marcos Consolidated ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

Non-Profit Status verification requirement
All 501c3 non-profit corporations shall provide a copy of their Letter of Determination from the IRS. The Applicant/Lessee acknowledges by this signed application that the Applicant/Lessee's organizational officer(s) understand and accept the personal liability required under the "Charitable Immunity and Liability Act", and accept all applicable personal liability for the Applicant/Lessee's use of school facilities and properties.

Religious Organization
A religious organization must meet the definition of a church under the Internal Revenue Code, 170(b)(1)(A)(I).

ADA Compliance

Applicant/Lessee hereby agrees, warrants and represents that Applicant/Lessee will comply with the Americans with Disabilities Act at least to the same extent SMCISD would be required to comply with such act. Applicant/Lessee will indemnify and hold harmless SMCISD and its officers, employees and agents for, from and against any and all claims by third parties alleged against SMCISD for alleged violations of the Americans with Disabilities Act relating to Applicant/Lessee's operations, programs and/or failure to make accommodations.

Health Requirements

All food servings must be in compliance with Texas Health and Safety Code (HSC), Chapter 438, Subchapter G. A temporary food permit from the City of San Marcos Environmental Health Department or Hays County Development Services Division may be required. (See Do You Need A Temporary Food Event Permit?)

Distribution of Literature

Distribution of written or printed materials, handbills, photographs, films, or other visual or auditory materials shall not be sold, circulated, distributed, or posted on any District premises except in accordance with SMCISD Policy GKDA (LEGAL) and GKDA (LOCAL). For more information about the distribution of literature please contact the SMCISD Public Information Officer.

Long Term Rental Use

There is a one year limit on any continuous rental agreement. A written extension request must be presented to the District in writing before an extension is, or will be, granted. The Superintendent or designee can grant a maximum extension of six months.

Conditions of Facility Use

By submitting an application for review and approval, the Applicant/Lessee agrees to all of the following terms and conditions of facility use:

- Applicant/Lessee and any of its officers, employees, volunteers, agents, guests, and invitees shall comply with all applicable federal, state, and local laws, regulations, and rules and with all San Marcos Consolidated ISD policies, regulations, and guidelines.
- The Applicant/Lessee using district facilities shall guarantee orderly behavior of any and all persons using the facilities and shall be liable for any property damage or personal injury that occurs as a result of their use and for any personal injury.
- All trash or recycling container pick-ups, other than those normally scheduled, which are required as a result of the Applicant/Lessee's event will be paid for by the Applicant/Lessee.
- Custodial cleaning shall be scheduled by the San Marcos Consolidated ISD Custodial Department and paid for by the Applicant/Lessee. Applicant/Lessee shall not be permitted to opt out of custodial services required by San Marcos Consolidated ISD.
- All District owned specialized equipment (sound systems, specialized lighting systems, projectors,

PA systems, computers, lighting equipment, score boards, bleachers, etc.) are not included in the facility rental and may not be accessed, or used by the lessee.

- Permission to use the facility or any portion thereof shall not be transferred to a third party.
- Representative(s) specified on the Application as responsible for the leased facilities shall be present at all times during the event(s).
- The number of participants shall not exceed the capacity of the facility, as established by San Marcos Consolidated ISD.
- Usage and users are expressly restricted to the area(s) leased. Violation of this regulation may result in immediate cancellation of the rental and the lessee will be required to vacate the property immediately.
- No furniture, fixtures or equipment shall be removed from any building or rearranged between rooms.
- Food and drinks shall be consumed only in areas designated for such use. All food and drinks must be removed and the area left clean. ***Additional fees will be assessed if the lessee does not comply. Repeated infractions may result in cancellation of the lease in its entirety.***
- An Applicant/Lessee that wishes to sell or serve food at a SMCISD Facility shall receive prior approval of such from the Associate Director of Facilities and Energy Management. All food servings must be in compliance with the Texas Health and Safety Code, Chapter 438. Such compliance is the responsibility of Applicant/Lessee. A temporary food permit from the City of San Marcos Environmental Health Department or the Hays County Development Services Division may be required.
- Permission to sell any product in any facility during the rental period must be obtained from the The office of Maintenance and Facilities prior to the execution of the Agreement.
- No smoking, tobacco use, drugs or alcoholic beverages are allowed on San Marcos Consolidated ISD Property.
- The use of decorations of any type must have prior approval from the campus administration and/or the Director of Facilities. The user shall not drive staples, nails, tacks or screws into the floors, walls, ceilings, furniture or any other school property. The user shall not use duct tape, packing tape, strapping tape, or foam mounting tape on any surface. Painter's tape should be used where tape is necessary.
- The Applicant/Lessee shall not paint, wallpaper, mark or deface any school property.
- Use of San Marcos Consolidated ISD kitchens will only be allowed under the supervision of an employee of the SMCISD Child Nutrition Department and must be paid for by the Applicant/Lessee.
- Open flames are not allowed on any San Marcos Consolidated ISD property.
- Firearms, weapons, or explosives are not allowed on San Marcos Consolidated ISD property.
- Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gate, in handicap spaces, in handicap accessible routes or other unauthorized areas such as sidewalks, parking islands or playfields.
- Organizations using school facilities are responsible for enforcing all restrictions.
- Applicant/Lessee may place no more than two signs advertising Lessee's use on the property where the San Marcos Consolidated ISD leased facility is located. Such signage must be pre-approved by the Office of Maintenance and Facilities and shall not cover any sign erected by San Marcos Consolidated ISD. Signs can only be placed on the day of the rental and must be removed the same day. If left on the property they will be disposed of.

- Applicant/Lessee shall provide security as determined by the San Marcos Consolidated ISD Facility Use Department during the full course of the event. The cost for specialized personnel, such as police or parking lot attendants, will be billed to Applicant/Lessee. Custodians and other required personnel will not be considered as security.
- Due to safety and health concerns, no animals are allowed at events, including dogs (except for certified service dogs).
- Rental fees will be assessed from the time the facility is opened until it is closed, vacated, cleaned and prepared for the use of students.
- Per District policy the lessee shall not alter the facility in any way, either temporary or permanent. Facilities are rented as is and do not include access to District owned technology, sound, adjustable lighting, or other equipment.
- No outside (Non-District) popery may be stored at, or on, any District facility or property.
- Newly opened campuses will not be rented for one year from the date the campus has opened, due to warranty issues.
- In addition to the above, for the use of gymnasiums, fields, cafeterias stages and auditoriums, the following restrictions apply:
    - Organizations will be required to provide adult supervision during all events at the ratio of one adult for every 25 children participating in the event.
    - The user, its guests and invitees shall wear appropriate athletic shoes when using gymnasiums for any purposes.
    - Food and/or drinks are not allowed in any gymnasium or auditorium.
    - All groups and organizations using any of the SMCISD playfields, playgrounds or other outdoor facilities are expected to adhere to the SMCISD Integrated Pest Management Program. For any pest control issues contact the Custodial Services Department (512-393-6505).
    - All Turf Guidelines must be followed for the use of SMCISD turf fields.
    - Applicant shall obtain prior written approval before using or contracting to use tents, or inflatable moonwalkers, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, wild animals, reptiles and other amusement like items on District property.

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Conditions for use of the San Marcos High School Performing Arts Center (PAC).

The Performing Arts Center is available for very limited use. In order for the rental to be approved, events must meet the following criteria:

Events must have a significant educational and cultural benefit to the District as well as to the community. The educational and cultural benefit must be submitted in writing to the District with the rental request. The District will make the final determination as to whether the event will meet the criteria for use of the PAC.

- There are no reduced rental rates for the San Marcos High School PAC for any reason.
- The SMHS Auditorium has a fixed conventional lighting rig and sound system with a limited selection of wired microphones that are included in the cost of the rental. Any special technical needs, such as modified lighting or sound equipment, are not acceptable and will not be allowed.
- The rental rate shall be the same for set-up, rehearsals, and performances.
- Technicians must be employees of San Marcos Consolidated ISD.
- If the PAC Director/House Manager deems it necessary to have additional labor, each additional employee shall be paid for by the sponsoring organization.
- Adequate security may be required for the actual event and must be contracted by the lessee with Law Enforcement Agencies including the San Marcos Police Department and/or Hays County Sheriff's Office.
- Permission to sell any other type of product in the San Marcos High School PAC during the rental period must be obtained from the Director of Facilities prior to the execution of the rental contract.
- Each audience member must be seated in a fixed chair prior to the start of the performance and may never be seated in an aisle. Audience members in wheelchairs must be accommodated in the designated accessible seating areas.
- No food or drink of any kind is allowed in the PAC itself.
- Fire, pyrotechnics, candles, open flames, or confetti of any type are strictly prohibited.

Criminal Background Checks

Approved organizations agree to prohibit employees, agents or others who have been convicted of: (a) a felony under Penal Code Title V; (b) an offense requiring registration as a sex offender under Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs or training to public school age children in connection with use of District property.

No waiver of Immunities

Nothing in this agreement waives or alters any immunities provided SMCISD, its employees, agents or officers, under Texas or federal law.

Indemnity provision

Applicant hereby agrees to and shall indemnify, defend and hold harmless San Marcos Consolidated ISD, its agents, trustees, officers and employees from and against any and all suits, actions, losses, damages, liability and claims of any character, type, or description (including without limitation court costs and attorney's fees, and all such other expenses of litigation or counter suits) brought or made for or on account of any injuries or damages received or sustained by any
person or persons or property arising out of or occasioned by or connected with the use of San Marcos Consolidated ISD's facilities by an Applicant/Lessee, its agents, officers, employees or invitees. Such indemnity shall apply where the above referenced suits, actions, losses, damages liability or claims arise in whole or in part from the negligence of San Marcos Consolidated ISD. Applicant/Lessee agrees to and shall insure the obligations under this provision in the amounts specified pursuant to this Agreement.

Waiver of Subrogation

Applicant/Lessee waives all rights against San Marcos Consolidated ISD and its agents, trustees, officers, and employees, for damages or losses to the extent that such damage or loss is reimbursed by any insurance in effect during the use of any San Marcos Consolidated ISD's facilities, regardless of whether such damage or loss arises out of or is caused by negligence of San Marcos Consolidated ISD, or its agents, trustees, officers and employees. It is the intention and agreement of both parties that the rental reserved by Applicant/Lessee have been fixed in contemplation that Applicant/Lessee shall look to its insurance carrier(s) for reimbursement of any such loss, and further that the insurance carrier involved shall not be entitled to subrogation under any circumstances against San Marcos Consolidated ISD. Applicant/Lessee shall have no interest or claim in San Marcos Consolidated ISD's insurance policies, or the proceeds thereof.

MISCELLANEOUS

Entire Agreement

This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes any and all other agreements between the parties, whether verbal or written with regards to the subject matter herein. Any oral representations or modifications concerning this instrument will not be of force and effect. All amendments, modifications, or supplements must be in writing and signed by both parties.

Governing Law

This Agreement shall be governed by, interpreted by, and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Agreement or the subject matter hereof shall be in the court of competent jurisdiction located in Hays County, Texas.

Assignment

The Agreement shall not be assignable by Applicant/Lessee in whole or in part without the prior written consent of San Marcos Consolidated ISD.

Severability

Any provisions of this Agreement that shall prove invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

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SMCISD Schedule of Minimum Insurance Requirements

The following information is provided to inform the Applicant/Lessee of insurance requirements to be provided and approved prior to use of any San Marcos Consolidated ISD facility. The insurance requirement may be waived for organizations that exist for the improvement of educational opportunities in the district, subject to the approval by the Superintendent or designee.

San Marcos Consolidated ISD does not purchase liability insurance for death, property damage, personal injury, or the operation of a motor vehicle by a member of the Applicant/Lessee's organization, for the use of school property. SMCISD assumes no responsibility, or provides, any type of liability insurance to, or for, the renting party or user.

The Applicant/Lessee must provide a Certificate of Insurance with types and limits of insurance given below. The certificate of Insurance shall name San Marcos Consolidated Independent School District as a Certificate Holder. San Marcos Consolidated ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

All insurance coverage must be produced by an insurance agent licensed by the State of Texas Board of Insurance, and underwritten by an insurance company that has a minimum "B" rating in the current Best Book, is authorized to underwrite insurance in the State of Texas by the State Board of Insurance or its designee, and is acceptable to San Marcos Consolidated ISD. The insured shall be the named Organization. San Marcos Consolidated ISD should be listed as "Additional Insured". The Certificate of Insurance shall include amounts of each deductible and all exclusions. The Certificate of Insurance must provide coverage for the whole term of the Agreement for use of San Marcos Consolidated ISD facilities. San Marcos Consolidated ISD reserves the right to reject at any time a Certificate of Insurance submitted by an organization. Cancellation of insurance also cancels the rental contract until proof of insurance can be provided to the District.

Commercial General Liability Insurance containing all coverage set out in the basic policy in Texas including Products and Completed Operations, Contractual, Personal and Advertising Injury, Explosion Collapse and Underground Property Damage Hazard; insurance shall provide limits of:

Policy Aggregate:	(At least) $1,000,000 or state "NONE"
Each Occurrence:	(At least) $100,000
Products/Completed Operations Aggregate:	(At least) $100,000
Fire Damage:	(At least) $1,000,000

Automobile Liability Insurance:
Combined Single Limit: (At Least) $500,000
(Required if the organization owns vehicles and will be using them on school property.)

Workers Compensation: (At least) $100,000
(Required if the organization has employees who will be performing manual labor of any kind on school property.)

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Risk Management Safety Information

When using our facilities all Fire Codes must be followed. The fire marshal can impose a $500-$2,000 fine per incident to the user for each violation.

Please make sure that you are compliant with the following:

- Do not cover/block exit signs, doorways, fire extinguishers, strobe lights, or smoke alarms
- Do not move or place anything in the hallways
- Use only the room/rooms that you requested
- If you use extension cords, make sure they are the heavy-duty type. They must be unplugged when not in use
- If the fire alarm goes off, please evacuate everyone in the building immediately: Do not reset alarm. We appreciate your cooperation in this matter.

Safety is our Priority

Please help us keep our schools and children safe!

Remember, an illegally parked vehicle may impede medical emergency access. Don't be responsible for any delays; it could be for your child or family member that needs assistance by our emergency responders.

Please do not park in fire lanes, by fire hydrants, blocking driveways, in handicap spaces, or in handicap accessible routes. Violators will be subject to citations from appropriate law enforcement officials that observe the violations. Continued or sustained violations may be subject to be towed from the property.

All groups using any SMCISD facilities and grounds are responsible for keeping all emergency access clear at all times.

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Integrated Pest Management Program

The Texas State Legislature passed legislation requiring ALL school districts to have an Integrated Pest Management program adopted by September 1, 1995. Integrated Pest Management, or IPM, is simply a strategy that relies on a combination of the best available control tactics, with an emphasis on the least hazardous methods, to effectively and economically reduce pests. IPM relies heavily on information about the pest, and its changes in population to devise accurate and targeted control strategies that require minimal, or no, use of pesticides. IPM is a collaborative effort involving administrators, teachers, students, facilities staff and pest control operators, among others.

Per SMCISD Board Policy, CLB (LOCAL), In accordance with Part 4, Title 7 of the Texas Administrative Code and Chapter 1951 of the Occupations Code, the District's IPM program shall govern the District's use of pesticides, herbicides and other chemical agents for the purpose of controlling pests, rodents, insects and weeds in and around District facilities. The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law.

No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a school facility without the prior approval of the SMCISD IPM coordinator and other than in the manner prescribed by law and the District's Integrated Pest Management program. For any questions or to obtain assistance with IPM please contact SMCISD Custodial Services at 512-393-6505.

Turf Field User's Responsibilities

Major areas of responsibility:
Keeping the turf clean and preventing physical damage. Users are responsible for their players as well as their spectators.

Cleanliness:
Because the turf is not regenerated like natural grass, anything left on the turf remains there, posing health and safety hazards as well as general degradation of the turf.

Prohibitions

- No food of any kind, including seeds
- No gum
- No nuts or peanuts (a serious allergy risk to others)
- No soda; no sports drinks; no tobacco products; no alcohol
- No water is to be sprayed on artificial turf fields
- No introductions of sand or fills on the field.
- No dogs or other animals (advise your spectators)
- No storage of equipment
- No golfing, javelin throwing and no use of long spike track shoes
- No open flames of any kind, including fireworks and welding, etc.
- No roller blades, roller skates, skateboards, bicycles, tricycles or any other wheeled apparatus shall be allowed on the artificial turf field.
- Any equipment used on the field must be lifted and carried for placement -**DO NOT DRAG EQUIPMENT**-(i.e. hurdles, goals, ect.). Protect the turf surface from sharp or pointed edges of objects or equipment placed on the field. When goals or other equipment are moved, they should be carried or moved on wheels. Dragging goals, such as lacrosse or soccer goals, may cause extensive damage the turf.
- Motorized vehicles are not permitted on the turf (except emergency responder vehicles responding to an emergency and approved maintenance vehicles).

Violation of these guidelines may be cause for expulsion from District property and/or loss of rental privileges. Any repair cost will be billed to the renter.

Clean-up

1. You are responsible for leaving the field as clean as you found it. When you are done, you must police the field and remove anything left by your players or spectators, such as trash, athletic tape or equipment. Be very careful to remove all mouth guards left by players (a biological hazard). Have your players police the field in a line at the end of their event. Ask the visiting team to assist.
2. Spills should be removed as quickly as possible. Thoroughly rinse any cleaning attempts to avoid slippery areas that could result in injury.

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DO YOU NEED A TEMPORARY FOOD EVENT PERMIT?

Festivals, parades, celebrations and other special events contribute to the quality of life. Most of these events also feature food for sale or distribution. These Temporary Food Events (TFE), such as traveling fairs and carnivals, circuses, multicultural celebrations, special interest fundraisers, restaurant food shows, and other gatherings, have become extremely popular and are held with increasing frequency in our community. Many of these TFE can involve extensive preparation and processes that include the cooking and advance preparation of food prior to service. Anytime food is being handled there is a possibility of the food becoming contaminated. Some foods such as raw meats and poultry can be contaminated prior to obtaining them. It is estimated that 76,000,000 cases of food borne illnesses occur every year and there are emerging illnesses and drug resistant bacteria that are increasing the hazards. No one wants to make anyone ill and with this in mind the Texas Food Establishment Rules (TFER) provide guidelines for permitting and food safety standards for all food establishments. The Texas Department of State Health Services has established procedures that can assist with the advanced planning and management of TFE. We ask for your support in promoting these food safety practices.

The City of San Marcos Environmental Health Department/Hays County Development Services Division may require individuals or organizations to obtain a temporary food service permit for any event in which they are offering food for public consumption.

If you can answer "Yes" to any of the following questions you may need to obtain a temporary food service permit.

1. Is the general public invited to the event?
2. Can a person other than a member of the organization and their family members or invited guest attend?
3. Have you advertised the event or sold tickets to the general public?

The following is a list of minimum guidelines for food safety:

- NO HOME PREPARED FOODS other than baked goods such as cookies, brownies, cakes can be prepared and served.
- Hand washing and ware washing facilities must be provided. The hand washing facility is a container that allows for water to flow freely with a catch bucket below (i.e. a tea urn with the spout propped open) and provided with soap and paper towels. The ware washing facility can be three separate containers set up for washing, rinsing and a bleach solution.
- All foods must be cooked to required temperatures (Ask about specific foods you want to offer)
- Hot foods must be held at 140°F or above or Cold foods held at 41°F or below
- All foods must be kept covered
- Overhead and floor covering must be provided.

For questions and additional information, contact the following:
City of San Marcos Environmental Health Department 512-393-8440 Hays
County Development Services Division 512-393-2150

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San Marcos CISD Non-Athletic Facility Rental Fees

Non Athletic Rental Areas	School Use	Non Profit 501c3	For Profit
Elementary	**Minimum rental of 2 hours**		
Cafeteria	N/A	$30 ph	$55 ph
Kitchen* ** *Requires approval of Child Nutrition Dept. **Requires kitchen staff	N/A	$30 ph	$55 ph
	**$20 ph	**$25 ph	**$25 ph
Library	N/A	$55 ph	$80 ph
Other Rooms	N/A	$30 ph	$55 ph
Middle School			
Cafeteria	N/A	$30 ph	$55 ph
Kitchen* ** *Requires approval of Child Nutrition Dept. **Requires kitchen staff	N/A	$30 ph	$55 ph
	**$20 ph	**$30 ph	**$55 ph
Auditorium	N/A	$100 ph	$250 ph
Library	N/A	$55 ph	$80 ph
Other Rooms	N/A	$55 ph	$80 ph
High School			
Cafeteria	N/A	$55 ph	$110 ph
Kitchen* ** *Requires approval of Child Nutrition Dept. **Requires kitchen staff	N/A	$55 ph	$110 ph
	**$20 ph	**$25 ph	**$55 ph
Performing Arts Center—Must meet Criteria—See Pg. 6 *Requires Director and staff	$175 ph	$200 ph	$300 ph
	*$20 ph	*$35 ph	*$35 ph
Library	N/A	$55 ph	$80 ph
Meeting Room	N/A	$55 ph	$80 ph
Band Hall	N/A	$55 ph	$80 ph
Other Facilities			
Parking Lots	N/A	$20 ph	$20 ph
Outdoor areas (excluding athletic fields)	N/A	$20 ph	$20 ph
Athletic Administrator On Duty	N/A	$35ph	$35ph
Custodian(s)	$20 ph	$30 ph	$30 ph
Technical Support/Director	$50 ph	$50 ph	$50 ph

All District owned specialized equipment (sound systems, specialized lighting systems, projectors, PA systems, computers, lighting equipment, score boards, bleachers, etc.) are not included in the facility rental and may not be accessed, or used by the lessee.

San Marcos Consolidated Independent School District

631 Mill St. | San Marcos, Texas 78666 | OFFICE 512.393.6500 | FAX 512.393.6507

SMCISD ATHLETIC FACILITY RENTAL SCHEDULE

Facility Rental	San Marcos CISD Residents Non-Profit (8 hours)	Outside SM Non- Profit (8 hours)	Profit (8 hours)	Requirements	Additional HRs	Lighting (Flat fee)	Practice Rentals (2hr max)	SMCISD FALL/ SPRING LEAGUES/ CAMPS
HS Football Stadium	$600.00	$1,200.00	$1,800.00	Championships only	$150.00	$60.00	X	MAY BE WAIVED W/ COACH ADMIN
HS Soccer Stadium	$600.00	$1,200.00	$1,800.00		$150.00	$60.00	X	
HS JV FB Stadium	$360.00	$720.00	$1,080.00		$150.00	$40.00	X	
HS JV SOC Stadium	$360.00	$720.00	$1,080.00		$150.00	$40.00	X	
HS Track	$360.00	$720.00	$1,080.00		$150.00	$40.00	X	
HS Tennis	$360.00	$720.00	$1,080.00		$150.00	$40.00	X	
JR High Fb/TRK	$360.00	$720.00	$1,080.00		$150.00	$40.00	$100.00	
JR High Track	$360.00	$720.00	$1,080.00		$150.00	$40.00	$100.00	
HS Baseball Field	$560.00	$1,120.00	$1,680.00		$150.00	$40.00	X	
HS Softball Field	$560.00	$1,120.00	$1,680.00		$150.00	$40.00	X	
HS Indoor Turf Area	$400.00	$800.00	$1,200.00		$150.00	X	X	
HS Comp Gym	$400.00	$800.00	$1,200.00	Championships only	$150.00	X	X	
HS Aux 1 Gym	$360.00	$720.00	$1,080.00		$150.00	X	X	
HS Aux 2 Gym	$360.00	$720.00	$1,080.00		$150.00	X	X	
HS Wrestling Room	X	X	X		X	X	$40.00	
JR High Comp Gym	$360.00	$720.00	$1,080.00		$150.00	X	$45.00	
JR High Aux Gym	$360.00	$720.00	$1,080.00		$150.00	X	$45.00	
JR High Tennis	$360.00	$720.00	$1,080.00		$150.00	$40.00	$45.00	
Elementary Gym	$200.00	$400.00	$600.00		$150.00	X	$45.00	

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San Marcos Consolidated Independent School District Facility Rentals

INDEMNIFICATION AND RELEASE

In consideration of its use of the SMCISD facilities, the organization agrees to pay the required fees. It also agrees that the SMCISD, its board of trustees, individual trustees, agents, employees and representatives shall not be held liable to the rental organization for damage to person or property regardless of whose negligence or acts of omission cause such injury or damage. The rental organization agrees to indemnify, defend and save harmless the SMCISD, its board of trustees, individual trustees, agents, employees and representatives from and against all fines, suits, actions, claims, demands, losses, liabilities, costs, and expenses, (including attorney's fees) arising from any injury to person or damage of any character, type or person or property rising out of or occasioned by any act, omission or neglect of use of the premises by the rental organization, its agents, employees, servants, invitees, patrons, visitors, guests, representatives, or other persons allowed on premises by the rental organization during the time set forth on the attached forms; rental organization's use of facility under this agreement for the conduct of rental organization's business; any activity work, or thing done, permitted, or suffered by rental organization under this agreement; or any breach or default in the performance of any obligation on SMCISD's part to be performed under the terms of this agreement. The rental organization hereby waives all defects that may exist on the premises to be used by the organization.

Printed Name of Organization Representative	Signature of Organization Representative
Representative's Title	Day Time Telephone
Organization Name	Physical Address
Today's Date	City/State/Zip

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SMCISD Fee Waiver/Reduction Requests

Requests for fee waivers or reduced fees are determined on a case-by-case basis for community based events and community fundraisers that are associated with and aligned with the Mission of the San Marcos Consolidated Independent School District (SMCISD).

Fee waivers or reduced fees on rentals of facilities, fields, and properties must be submitted in writing with a letter of justification for the reduction or waiver and must be approved by the SMCISD District Administration.

Eligible Organizations:
Note: Eligibility does not imply or mean associated fees will be waived or reduced.

• Non-profits with 501(c)3 status.

• Clubs and organizations that provide educational or community program opportunities that consist mainly of SMCISD students or are designed to solely support SMCISD students.

• Groups that have partnered with SMCISD to offer educational or cultural improvements and opportunities that are aligned with the SMCISD core values beyond the scope of the educational or cultural benefit that the District provides.

• SMCISD departments or campuses that are hosting an officially sponsored SMCISD event, program, convention, or activity.

Requirements:

This application does not guarantee the availability of SMCISD locations. You must have completed all applicable reservation procedures, including but not limited to reserving the facility and have paid the security deposit as required by the SMCISD Facilities Use Procedures. In order for your waiver of fees application to be considered you must complete the following requirements. If you fail to comply with this list, the application will be denied.

1. Complete the attached request for reduced or waived fees, attach the justification letter as an addendum, and attach a copy of your completed rental application.

2. At least 30 days in advance of the date of the rental, submit all required information so it can be reviewed and considered by SMCISD Administration.

3. You must have paid all refundable deposits prior to submittal in order for your application to be considered. The deposit cannot be waived. Attach a copy of the receipt showing the deposit was paid.

4. If your agency is a non-profit, a copy of your 501(c)3 must be attached.

Non-Waivable Fees: All renters regardless of waived or reduced facility fees are required to pay the refundable $200.00 security deposit. Any personnel fees that are established and associated with cleaning, staffing time, setup/dismantle and other personnel fees incurred by the District shall not be waived or reduced.

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SMCISD Fee Waiver/Reduction Request Form

Form must be submitted 30 days prior to proposed event date. An attached letter of justification for the request, on company or organization letterhead, must be attached for this form to be considered.

SECTION A – Requestor

Requestor: _____ Organization: _____

Phone: _____ Fax: _____ Email: _____

Facility and Area Requested: _____

_____

Event Description:

_____

_____

_____

(Please attach any additional information including justification letter with this request)

Day, Date, and Time of Event:

_____

SECTION B – Waiver or Fee Reduction Approval or Denial

District Administration has Approved a Facility Fee Waiver for this Event: ____Yes ____No

District Administration has Approved a Facility Fee Reduction for this Event: ____Yes ____No

Facility Fee Reduction Amount

____25% ____50% ____75% ___Other:

_____ _____

SMCISD District Administration Team Date

_____ _____

SMCISD Facilities Rental Department Date

_____ _____

SMCISD Business Office Date

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Group/Organization:		Contact Person:	
Address:		Address:	
City:	State/Zip:	City:	State/Zip:
Email:		Email:	
Phone: (BUS)	Cell:	Phone: (W)	Cell:

Organization Category			
Group 1--- School Sponsored Clubs and Organizations	Group 2--- Non-Profit Groups or Organizations (Attach 501-C3 Documentation)	Group 3---- Organizations and/or Businesses For Profit	Special Set Up Notes

Campus Requested				
____Bonham Pre-K	____Crockett Elementary	____Hernandez Elementary	____Travis Elementary	____Miller MS
____Bowie Elementary	____DeZavala Elementary	____Mendez Elementary	____Goodnight MS	____San Marcos HS

Specific Campus Area Requested (ie: Main gym, Cafeteria, PAC, Etc.)	
Reason for the requested use of the facility (If hot food is served you must have a health permit from the city)	

Start Day and Date	Finish Day and Date	Event Start Time	Event Finish Time	Total Hours Requested

Special Set Ups and Personnel Required					
	YES	NO	Start Time	End Time	SMCISD USE ONLY
Heating and Air Conditioning Requested or Required --Subject to Recapture Costs---					
Custodian Required					
Cafeteria Personnel Required *Pre-approved by Child Nutrition					
Maintenance Personnel Required					
Supervision Personnel Required					
Technology Personnel Required					
Security Required					

Personnel Fees Incurred (For District Use Only)			
Personnel Required:	Hourly Rate	Number of Hours	Total Cost

Facility Fees Incurred (For District Use Only)			
Building Fees	Hourly Rate	Number of Hours	Total Cost
*$200.00 Refundable Deposit Paid Date:_____Check Number:_____			*+$200.00 Deposit
SMCISD USE ONLY--Total Rental Fees			

Approval Signatures			
Group Contact Person			Date
SMCISD Representative			Date